## PURCHASERS.

See REGISTRATION OF DEEDS, &c., 1, 2. SALES BY TRUSTEES, 2, 3. VENDOR, VENDEE, 1, 2. PRACTICE IN CHANCERY, 68.

Vendor's Lien. 2. 3.

MORTGAGE, &cc., 15.

RECEIPTS IN DEEDS.

See EVIDENCE, 16, 17, 18.

## RECEIVERS.

- 1. There is no doubt of the authority of this Court to protect the property of an intestate or testator, by appointing a receiver, pending a litigation in the Orphans Court for probate or administration. In re Rachel Colvin, a lunatic, 278.
- 2. The Court in such cases proceeds upon the ground that the property is in danger, because it may get into the hands of persons who have nothing to do with it, and it will not forbear to exercise the power to appoint a receiver, because the Orphans Court may provide for the collection of the effects of the deceased by granting letters pendente lite. Ib.
- 3. Chancery has no power to appoint a receiver after the grant of letters pendente lite by the Orphans Court, and if such receiver has been previously appointed, his powers cease upon the grant of such letters, and he will be discharged and directed to deliver over the property to such administrator. lb.
- 4. A receiver has no rights whatever; he is but an officer of the Court; his appointment determines no right, and in no way affects the title of the property; his holding is the holding of the Court for him from whom the possession is taken, and he has no more right to ask for a revision of the order removing him than an entire stranger to the cause. Ib.
- 5. He is appointed on behalf of all parties, and not of the plaintiff or one defendant only, and when the title to the property has been ascertained, the receiver will be considered the receiver of the party so entitled. Ib.
- 6. The fact that a receiver has entered an appeal from the order discharging him, and filed an approved appeal bond, will not prevent this Court from enforcing by attachment its order of removal. Ib.

See PRACTICE IN CHANCERY, 33.

APPEAL, 3, 4.

## REGISTRATION OF DEEDS.

- 1. The policy of the registry acts has nothing to do with the question of fraud; the operation of these acts may bind the title, but does not affect the conscience of the party taking the subsequent conveyance, whilst in cases which are not within those acts, the subsequent purchaser is only affected with such actual notice as would amount to fraud. Johns vs. Reardon, 57.
- 2. Subsequent purchasers are not affected by constructive notice of prior registered deeds and conveyances, unless they are such as are required by law to be registered: the doctrine of constructive notice has never been understood to extend to all deeds which may be defacto registered, but to such only as are authorized and required by law to be registered, and are duly registered in compliance with law. Ib.
- 3. Where an acknowledgment of a mortgage was defective in not being acknowledged before two justices of the peace of the county where the